	ICES PAG				PAGE OF		PAGES					
IMPORTANT: Mark all packages and papers with contract and/or ord						er numbers.						13
1. DATE OF	ORDER	2. CON	TRACT NO	O. (If any)	6. SHIP TO:							
					a. NAME OF CONSIGNEE							
3. ORDER N	IO.	4. REQ	UISITION/	REFERENCE								
					b. STREET ADDRESS 91, Vas. Sofias Avenue							
					c. CI		onas <i>i</i>	Avenue	d.		e. ZIP	CODE
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## 1. BPA Number (to be inserted after award)

The American Embassy Athens, Greece invites you to enter into this BPA that establishes the terms and conditions applicable to future purchases of:

Furniture refinishing services for all U.S. Government-owned residential and/or office furniture, for the U.S. Embassy Athens, 91 Vas. Sofias Avenue, 101 60 Athens, Greece, in accordance with the specifications and the Attachments contained in this solicitation.

## 2. Expiration Date:

BPA expires on October 31, 2017.

## 3. Embassy Estimate:

The Embassy estimates that the volume of purchases through this agreement will be Euros 30,000 (or the equivalent in USD).

#### 4. Terms and Conditions:

- The Embassy is **not** obligated to purchase any definite amount under this agreement.
- No single purchase will exceed USD 3,000 or the equivalent in local currency.
- The total amount ordered under this agreement will not exceed \$150,000 or the equivalent in local currency.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

### 5. BPA Administrator

The GSO/Property Officer is the BPA Administrator.

### 6. Authorized Employees

The following employees are authorized to place orders:

Name Job Title Dollar Limitation

(Names to be provided)

No other employee may place an order against this BPA unless authorized in writing by the contracting officer.

#### 7. Work Requirements.

7.1 General. The Vendor shall provide furniture refinishing services for the U.S. Embassy Athens, Greece, as per Attachment 1, Scope of Work and Price List.

7.2 The Vendor shall furnish all managerial, administrative and direct labor personnel to accomplish all work as required in this Agreement. Specific services are described in detail below.

7.3. Personnel. The Vendor shall provide a qualified work force capable of providing the services specified herein.

#### 8. Specifications.

The Vendor will carry out all services provided by this BPA by utilizing the facilities available in the Warehouse Building, Tatoiou Street, Acharnes.

## 9. Delivery Schedule

The following items shall be delivered under this Agreement.

<u>Description</u>	<b>Quantity</b>	<u>Delivery Date</u>	<u>Deliver To:</u>
Insurance	1	5 days after award	Contracting Officer
List of Personnel	1	5 days after award	Contracting Officer

## 10. Security

After award, the Vendor shall provide the following list of data on each employee who will be working under the Agreement. The Vendor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take approximately 21 days to perform. For each individual the list shall include:

Complete application form provided by the Embassy Copy of ID card Passport Resident's Permit and Working Permit (for foreigners) Greek Social Security Medical Book Merchant Marine Seaman's book (if applicable) Penal record of type A Discharge papers (Greek Military service) Pay Book (Greek Armed Forces)

The Government shall issue identity cards to Vendor personnel, after they are approved. Vendor personnel shall display identity card(s) on the uniform at all times while providing services under this BPA. These identity cards are the property of the US Government. The Vendor is responsible for their return at the end of the BPA, when an employee leaves Vendor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### 11. Government Furnished Property/Equipment

11.1 The Vendor has the option to reject any or all Government furnished property or items (see Attachment 2 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Vendor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this BPA. The Vendor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the BPA. The Vendor shall pay all

costs for repair or replacement of Government furnished property that is damaged or destroyed due to Vendor negligence.

- 11.2 The Vendor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.
- 11.3 The Vendor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Vendor shall conduct these physical inventories periodically, as directed by the BPA Administrator, and at termination or completion of the BPA.

#### 12. Standard of Conduct.

- 12.1 <u>Uniforms and Personal Equipment</u>. The Vendor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the BPA Administrator.
- 12.2 <u>Neglect of duties shall not be condoned</u>. The Vendor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 12.3 <u>Disorderly conduct</u>, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.
- 12.3 <u>Intoxicants and Narcotics</u>. The Vendor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- 12.4 <u>Criminal Actions.</u> Vendor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
- -falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- -unauthorized use of Government property, theft, vandalism, or immoral conduct;
- -unethical or improper use of official authority or credentials;
- -security violations; or,
- -organizing or participating in gambling in any form.
- 12.5 <u>Key Control</u>. The Vendor shall receive secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this BPA. The Vendor shall not duplicate keys without the BPA Administrator's approval. Where it is determined that the Vendor or its agents have duplicated a key without permission of the BPA Administrator, the Vendor shall remove the individual(s) responsible from this BPA. If the Vendor has lost any such keys, the Vendor shall immediately notify the BPA Administrator. In either event, the Vendor shall reimburse the Government for the cost of rekeying that portion of the system.

#### 13. Insurance

The Vendor is required to provide whatever insurance is legally necessary. The Vendor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent Vendors, broad form property damage, personal injury)

Bodily Injury and Property Damage on or off the site stated in Euros:

Per Occurrence € 17,608 Cumulative € 44,020

The types and amounts of insurance are the minimums required. The Vendor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Vendor agrees that the Government shall not be responsible for personal injuries or for damages to:

any property of the Vendor,

its officers,

agents,

servants,

employees, or

any other person,

arising from and incident to the Vendor's performance of this BPA. The Vendor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The Vendor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

## 14. Laws and Regulations

- 14.1 Without additional expense to the Government, the Vendor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the BPA and requirements of local law, the Vendor shall promptly advise the Contracting Officer of the conflict and of the Vendor's proposed course of action for resolution by the Contracting Officer.
- 14.2 The Vendor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this BPA.

## 15. Cost and payment

- 15.1 The Vendor will be paid according to the Attachment 1 Scope of Work and Price list.
- 15.2 The prices listed in Attachment 1, include all cost for labor and social security contributions incidental to the work to be carried out by the Vendor.

#### 16. Invoices

The BPA holder shall submit an invoice after completion of each work. The invoice shall identify the delivery tickets covered therein, stating the total cost, and supported by recent copies of the delivery tickets.

Materials including spare parts will be reimbursed at the purchase price for all non-expendable items and expendable supplies related to the performance of the services under this BPA. The price to be paid for material shall be based on an established catalog or list price in effect when the material is furnished, less all applicable discounts. In no event shall the price exceed the Vendor's sale price to its most-favored customer for the same item in like quantity, or the current market price, whichever is lower.

Each invoice shall include the following information:

- 1. Vendor's name and mailing address.
- 2. Invoice date.
- 3. BPA number.
- 4. Delivery Order Number/Description of services provided during the time period involved.
- 5. Quantities of items delivered (if applicable).
- 6. Unit prices, if any, and total invoice price.
- 7. Name, signature, title, and telephone number of the Vendor's officer who certified the invoice.
- 9. Receipts to support the purchased material/spare parts.

If any of the services do not conform with agreement requirements, the Government may require the Vendor to perform the service again at no extra cost.

The U.S. Government is exempt from the payment of Value Added Tax (VAT) by virtue of Law No. 1268/30/12/2011. If no VAT exemption is granted by the Ministry of Foreign Affairs, then the U.S. Government is obliged to pay the applicable VAT.

#### 17. FAR and DOSAR Clauses:

The FAR and DOSAR clauses attached to this BPA shall apply to all purchases made under this BPA. In the event of an inconsistency between the provisions of this BPA and your invoice, the provisions of the BPA shall take precedence.

### 18. Acceptance

You are requested to acknowledge acceptance of this BPA, including its terms, conditions, and clauses, by signing and returning two (2) copies to the American Embassy, 91 Vas. Sofias avenue, 101 60 Athens, Attention: Contracting Officer.

BPA accepted			
Signature	Date		
		(Typed/Printed Name and Title of Signer)	

Please indicate the remittance or check mailing address in the space provided below if different from the address to which this agreement was addressed.

## LIST OF ATTACHMENTS

- Attachment 1 Scope of Work and Price List
- Attachment 2- Government Furnished Property

#### **Attachment 3**

### Scope of work and Price List

Repair and refinish wood furniture: touch up, polishing, removing and repairing nicks and dents, scratches, water marks. Repair structural damage, broken joints, regluing.

Using stains matching the existing finishes.

Causing no damage to non-wood surfaces on the items.

The work will be done on site in the Embassy's warehouse in Acharnes. The vendor will be given dedicated space in which to work. The vendor will maintain the work area to acceptable cleanliness standards.

The vendor will provide:

- skilled wood worker(s)
- the expendable supplies needed for the work
- the tools and equipment needed to do the work and maintain the area.

#### **Price List:**

The pricing will be based on the piece of furniture with a factor for the level of work that must be performed on the piece.

Description	Unit Price – In Euros
Dining room table	
Cocktail table	
End and Casual table	
High boy dresser	
Chest of drawers	
Dining room table chair	
Entertainment console	
Side Board	
Upper China cabinet	
Sofa table	
Bedside table	
Desk	
Bookcase	

Times a condition factor (see examples below)

e.g., a badly damaged dining room table (Cat III) would be a factor of 1.0 so the price would be 1.0 x \$\$ for the dining table.

a well-used dining table would be Cat II with a factor of 0.75.

a table with simple surface scratches would be CAT I with a factor of 0.50.

The vendor and the Warehouseman will work to agree and standardize their estimations of the condition for each piece to be repaired/refinished.

Category I	Used/Reasonably Worn	0.50
Category II	Well Used/Minor Damage	0.75
Category III	<b>Used/Major Damage</b>	1.0

# $Category\ I-Used/Reasonably\ Worn$

Exhibit 1 - This chair leg has small scratches and nicks from use: routine wear.



Exhibit 2 - This table has a few noticeable nicks and scratches from normal use: routine wear



Exhibit 3 – A bookshelf shows regular use: routine wear.

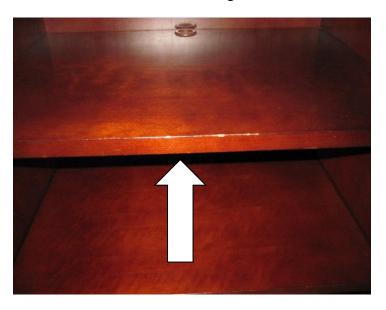


Exhibit 4 - This dining room table shows regular use near the end of its useful life



# Category II – Well Used/Minor Damage

Exhibit 5 – This table has a permanent burn requiring refinishing work.



# Category III – Fully Used/Major Damage

Exhibit 6 – This brand new dresser was scratched by a dog and requires refinishing work.



Exhibit 7 – This new desk was permanently marked and requires refinishing work.



## **Attachment 3**

# Government Furnished Property

OCATION: L00002923 AFROSO, BMU CARPENTER	BUILDING:	16016	UNIT: BMU	ROOM: S	HOPS	SUB-ROOM:	NON	-OFFICIAL RESIDE	NCE:	N	
USINESS UNIT: ATHEN AND ELE											
DDRESS: AFROSO, BMU CARPENTER AND ELECTRICIAN SH	OPS										
ustodian: MR. LEE, ERIC											Heritage
	Tag			Last	Cond	Date		(Average)	Qty on	C.O.M.	Risk
escription	Number	Serial Number	Asset Class	Scan Date	Code	Issued	Agency	Total Cost	Hand	Flag	Flags
OMPRESSOR, AIR											
	036898	0401	49301	1/16/2014	01	5/27/1994	ICASS	2048.28	1		
LEANER, PIPE											
OODWAY TECHNOLOGIES	048788	1687	47012	1/16/2014	01	5/16/2001	ICASS	5968.00	1		
AINTENANCE MACHINERY & EQUIP											
2 AMP CHAIN MORTISER	068164		40000	1/27/2014	ACC	1/16/2013	ICASS	1464.01	1		
AINTENANCE MACHINERY & EQUIP											
LECTRONIC ROUTER	068220	201116821	40000	1/27/2014	ACC	1/16/2013	ICASS	523.00	1		
AINTENANCE MACHINERY & EQUIP											
-ON 18V CORDLESS STAPLER	070730	201210693	40000	1/27/2014	ACC	12/20/2012	ICASS	832.00	1		
AINTENANCE MACHINERY & EQUIP											
4.4V CORDLESS PIN NAILER	070731	20105866E	40000	1/27/2014	ACC	1/16/2013	ICASS	745.00	1		
ENDER, METAL											
BAH, 1,58 M FOR 2MM IRON SHEET	023586	1525	41001	1/16/2014	02	11/16/1984	STATE	2400.00	1		
ANDER											
RIS, FOR WOOD FLOOR, 2.1/2 HP	024638		43103	1/27/2014	02	9/11/1985	STATE	1014.50	1		
ONSTRUCTION MACHINERY & EQP'											
CAFFOLDING, SECTORIAL, SKY TOWER	027116		48000	1/27/2014	01	12/30/1987	STATE	6402.93	1		
ARPENTRY/WOODWORKING MCH/E											
ROTECTIVE DEVICE, EUROPA 440	027742	86139	43000	1/16/2014	02	1/26/1989	STATE	1433.00	1		

Description	Number	Serial Number	Asset Class	Scan Date	Code	Issued	Agency	Total Cost	Hand	Flag	Flags
GRINDER											
KASAN, ELECTRIC	055775	4783	41004	1/16/2014	02	9/8/1986	STATE	1104.48	1		
CLEANER, SEWER											
UNCLOGGING MACHINE, ROTHENBERGER	055867	652087	47011	1/27/2014	01	6/27/1990	STATE	2130.00	1		
CARPENTRY/WOODWORKING MCH/E											
Machine CASADEI MACHINNE FM 21 SPINDLE BORER	068637	KK118815	43000	1/16/2014	ACC	12/19/2013	STATE	8108.11	1		
CARPENTRY/WOODWORKING MCH/E											
Machine CASADEI AURA 800 INDUSTRIAL BANDSAW	068638	SOC85713	43000	1/16/2014	ACC	12/19/2013	STATE	8108.11	1		
CARPENTRY/WOODWORKING MCH/E											
Machine CASADEI MACHINNE XENIA 40 SLIDING	068639	AB212445	43000	1/16/2014	ACC	12/19/2013	STATE	13108.11	1		
PLUMBING EQUIPMENT											
PLUMBING UNBLOCK MACHINE	070714	N/A	47000	1/27/2014	ACC	9/27/2010	STATE	3887.39	1		